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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

United States of America,
Plaintiff,

vs.

Ali Joseph,
aka Abu Rahaf,
aka Ali Kazem Youssef,

Defendant.

No. CR-22-01070-PHX-DJH

PLEA AGREEMENT

Plaintiff, United States of America, and the defendant, Ali Joseph, hereby agree to resolve this matter on the following terms and conditions:

1. PLEA

The defendant will plead guilty to Count 1 of the indictment charging the defendant with a violation of 18 United States Code (U.S.C.) § 1958(a), Use of Interstate Commerce Facilities in the Commission of Murder-For-Hire, a Class C felony offense.

2. MAXIMUM PENALTIES

a. A violation of 18 U.S.C. § 1958(a) is punishable by a maximum fine of \$250,000, a maximum term of imprisonment of 10 years, or both, and a term of supervised

1 release of three years. A maximum term of probation is five years (including a minimum
2 term of one year if probation is imposed).

3 b. According to the Sentencing Guidelines issued pursuant to the Sentencing
4 Reform Act of 1984, the Court shall order the defendant to:

5 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.
6 § 3663 and/or 3663A, unless the Court determines that restitution would not be
7 appropriate;

8 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a
9 fine is not appropriate;

10 (3) serve a term of supervised release when required by statute or when a
11 sentence of imprisonment of more than one year is imposed (with the understanding that
12 the Court may impose a term of supervised release in all other cases); and

13 (4) pay upon conviction a \$100.00 special assessment for each count to
14 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

15 c. The Court is required to consider the Sentencing Guidelines in determining
16 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
17 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
18 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
19 the Court accepts.

20 d. The defendant recognizes that pleading guilty may have consequences with
21 respect to defendant's immigration status if the defendant is a recently naturalized United
22 States citizen or is not a citizen of the United States. Under federal law, a broad range of
23 crimes are removable offenses, including the offense(s) to which defendant is pleading
24 guilty. Although there may be exceptions, the defendant understands that the defendant's
25 guilty plea and conviction for this offense make it practically inevitable and a virtual
26 certainty that the defendant will be removed or deported from the United States. The
27 defendant agrees that defendant has discussed this eventuality with defendant's attorney.
28 The defendant nevertheless affirms that defendant wants to plead guilty regardless of any

1 immigration consequences that this plea entails, even if the consequence is the defendant's
2 automatic removal from the United States.

3 **3. AGREEMENTS REGARDING SENTENCING**

4 a. Stipulation. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and
5 defendant stipulate and agree to the following:

6 1. If U.S.S.G. §2E1.4(a)(1) applies to the relevant conduct, the sentence
7 shall not exceed 87 months.

8 2. If U.S.S.G. §2A1.5 applies to the relevant conduct by the application
9 of the cross reference set forth in §2E1.4(a)(2), the sentence shall not exceed 102
10 months.

11 These stipulated sentencing caps will not change based on departures considered
12 under U.S.S.G. § 1B1.1(b). Nothing in this agreement shall preclude defendant from
13 moving for a downward departure, variance, or sentence below the cap, or the court from
14 imposing a sentence below the cap.

15 b. Assets and Financial Responsibility. The defendant shall make a full
16 accounting of all assets in which the defendant has any legal or equitable interest. The
17 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
18 transfer any such assets or property before sentencing, without the prior approval of the
19 United States (provided, however, that no prior approval will be required for routine, day-
20 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
21 Office to immediately obtain a credit report as to the defendant in order to evaluate the
22 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant
23 also shall make full disclosure of all current and projected assets to the U.S. Probation
24 Office immediately and prior to the termination of the defendant's supervised release or
25 probation, such disclosures to be shared with the U.S. Attorney's Office, including the
26 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
27 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
28 under this agreement and the law.

1 c. Acceptance of Responsibility. If the defendant makes full and complete
2 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's
3 commission of the offense, and if the defendant demonstrates an acceptance of
4 responsibility for this offense up to and including the time of sentencing, the United States
5 will recommend a two-level reduction in the applicable Sentencing Guidelines offense
6 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,
7 the United States will move the Court for an additional one-level reduction in the applicable
8 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

9 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

10 a. This office shall not prosecute the defendant for any offenses committed by
11 the defendant, and known by the United States, in connection with the FBI's investigation
12 of the defendant between April 2021 and August 2022 as outlined in the discovery provided
13 to the defense.

14 b. This agreement does not, in any manner, restrict the actions of the United
15 States in any other district or bind any other United States Attorney's Office.

16 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

17 a. If the Court, after reviewing this plea agreement, concludes that any
18 provision contained herein is inappropriate, it may reject the plea agreement and give the
19 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.
20 11(c)(5).

21 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,
22 vacated, or reversed at any time, this agreement shall be null and void, the United States
23 shall be free to prosecute the defendant for all crimes of which it then has knowledge and
24 any charges that have been dismissed because of this plea agreement shall automatically
25 be reinstated. In such event, the defendant waives any and all objections, motions, and
26 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional
27 restrictions in bringing later charges or proceedings. The defendant understands that any
28 statements made at the time of the defendant's change of plea or sentencing may be used

1 against the defendant in any subsequent hearing, trial, or proceeding subject to the
2 limitations of Fed. R. Evid. 410.

3 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

4 The defendant waives (1) any and all motions, defenses, probable cause
5 determinations, and objections that the defendant could assert to the indictment or
6 information; and (2) any right to file an appeal, any collateral attack, and any other writ or
7 motion that challenges the conviction, an order of restitution or forfeiture, the entry of
8 judgment against the defendant, or any aspect of the defendant's sentence, including the
9 manner in which the sentence is determined, including but not limited to any appeals under
10 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255
11 (habeas petitions), and any right to file a motion for modification of sentence, including
12 under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under
13 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall
14 result in the dismissal of any appeal, collateral attack, or other motion the defendant might
15 file challenging the conviction, order of restitution or forfeiture, or sentence in this case.
16 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective
17 assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section
18 II.B of Ariz. Ethics Op. 15-01 (2015)).

19 **7. DISCLOSURE OF INFORMATION**

20 a. The United States retains the unrestricted right to provide information and
21 make any and all statements it deems appropriate to the U.S. Probation Office and to the
22 Court in connection with the case.

23 b. Any information, statements, documents, and evidence that the defendant
24 provides to the United States pursuant to this agreement may be used against the defendant
25 at any time.

26 c. The defendant shall cooperate fully with the U.S. Probation Office. Such
27 cooperation shall include providing complete and truthful responses to questions posed by
28 the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of returned property the defendant receives may be offset and applied to federal debts (which offset will not affect the periodic payment schedule). If the Court imposes a schedule of payments, the schedule of payments shall be merely a schedule of minimum payments and shall not be a limitation on the methods available to the United States to enforce the judgment.

9. ELEMENTS

Use of Interstate Commerce Facilities in the Commission of Murder-For-Hire

Between on or about May 9, 2022, and on or about August 23, 2022, in the District of Arizona and elsewhere:

1. The defendant used a facility in interstate or foreign commerce, that includes a telephone and an internet-based encrypted messaging application;
2. The defendant did so with the intent that murder be committed; and
3. The defendant intended that the murder be committed in exchange for pecuniary value, that is \$3,000 in U.S. currency.

As to the first element, a “facility in interstate or foreign commerce” includes means of communication. 18 U.S.C. § 1958(b)(2).

1 As to the second element, the intent that murder be committed must have existed
2 when the defendant used or conspired to use the facility of interstate commerce. *United*
3 *States v. Driggers*, 559 F.3d 1021, 1023 (9th Cir. 2009).

4 “Pecuniary value” means anything of value, whether in the form of money, a
5 negotiable instrument, a commercial interest, or anything else the primary significance of
6 which is economic advantage. 18 U.S.C. § 1958(b)(1). The defendant must have clearly
7 understood he or she would give or receive the thing of pecuniary value in exchange for
8 the murderous act. *United States v. Chong*, 419 F.3d 1076, 1082 (9th Cir. 2005). A
9 promise of economic advantage may constitute a thing of pecuniary value even if it is not
10 enforceable under contract law. *United States v. Phillips*, 929 F.3d 1120, 1124 (9th Cir.
11 2019).

12 **10. FACTUAL BASIS**

13 a. The defendant admits that the following facts are true and that if this matter
14 were to proceed to trial the United States could prove the following facts beyond a
15 reasonable doubt:

16
17 I, Ali Joseph, was previously married to A.A. (hereinafter the Victim) and
18 have two minor children with the Victim. On December 10, 2019, I filed for
19 divorce from the Victim. The divorce was granted on February 17, 2021.
20 After the divorce, I continued to seek sole custody of my minor children and
21 had a case pending in state court.

22 On or about May 9, 2022, I had a conversation with an individual who turned
23 out to be a Confidential Human Source (CHS) for the FBI. During the
24 conversation, I told the CHS that I wanted custody of my daughters for
25 religious purposes and that I believed the Victim wanted our daughters for
26 tax purposes. At that time, I expressed that I wished the Victim died in an
27 accident and the custody case would then be over.

28 From May 9, 2022, until on or about August 23, 2022, I continued to
communicate with the CHS in-person, as well as using a facility of interstate
commerce, which included a telephone and an internet-based encrypted
messaging application. During a majority of these communications, the CHS
was located outside of Arizona.

1 On July 13, 2022, I met with the CHS in Phoenix, Arizona. During the
2 meeting, I told the CHS that I would not give the children to the Victim
3 because I believed her to be an Apostate and I wanted to raise my children
4 on the right path. Later in the conversation, I asked the CHS if the Victim
5 could be hit and killed by a vehicle. The CHS told me that he/she would
6 check for me because he/she knew trustworthy people. The CHS also told
me that it would cost money to which I agreed. We then agreed to speak in
code in the future when discussing the plan to murder the Victim.

7 On or about August 1, 2022, Maricopa County Superior Court issued a
8 decision in my custody dispute in which the court granted me and the Victim
9 joint legal decision-making authority and equal parenting time.

10 On or about August 2, 2022, I had an encrypted telephone call with the CHS.
11 During the call, the CHS asked me if I reached a decision to "paint the
12 apartment," which I understood to mean the plan to kill the Victim. I
13 responded, "Yes, yes I reached that decision." I asked the CHS to return to
Arizona in the near future to discuss the matter in person.

14 On or about August 15, 2022, I met the CHS in Phoenix, Arizona. During
15 the meeting, I asked the CHS if the person who was going to do the murder
16 could be disguised as a homeless person trying to rob the Victim. When asked
if I changed my mind about having the Victim hit by a car, I responded "By
car, by car, she might possibly survive!"

17 In that same meeting, I told the CHS, I could pay \$3,000 with a \$1,000
18 deposit and wanted the killing to take place while I was busy with my father
19 so there would be no suspicions on me. I agreed to provide a photograph of
20 the Victim, along with her vehicle information, home address and work
address.

21 The CHS then called an individual on speakerphone whom I believed was
22 the person who would kill the Victim. When this person asked about the
23 timing of the murder, I hand gestured towards the CHS to indicate it should
24 be done within 15 days. The person on the telephone accepted the terms of
25 the murder-for-hire plan. After the call, the CHS confirmed with me the plan
26 would be for a homeless man to wait for the Victim at her workplace and
attack her. I told the CHS that I wanted the person to stab the Victim in the
neck so there would be no chance of survival.

27 On or about August 16, 2022, I met the CHS in Phoenix, Arizona. At that
28 time, I provided the CHS with \$1,000 in U.S. currency as a down payment

1 for the murder, along with a piece of paper that contained two photographs
2 of the Victim. The paper also had the Victim's first name, address, vehicle
3 description, and vehicle license plate number. I also provided the CHS with
the Victim's last name.

4 On or about August 19, 2022, I messaged the CHS using an internet-based
5 encrypted messaging application. I advised the CHS that I had been
6 informed by my divorce attorney that the Victim filed additional paperwork
7 with the court. I told the CHS that I wanted to complete the "video project,"
which I meant the plan to murder the Victim, as soon as possible because I
8 did not want to have further dealings with the court.

9 During the same conversation, the CHS told me that he/she provided the
10 money and paper containing the Victim's information to the person who was
11 going to kill the Victim. I advised the CHS to notify me when the murder
12 was completed by sending me a funny photo or short video. I also asked the
CHS to tell the person who was to commit the murder to destroy the items
that I provided.

13 b. The defendant shall swear under oath to the accuracy of this statement and,
14 if the defendant should be called upon to testify about this matter in the future, any
15 intentional material inconsistencies in the defendant's testimony may subject the defendant
16 to additional penalties for perjury or false swearing, which may be enforced by the United
17 States under this agreement.

18 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

19 This agreement has been read to me in Arabic, and I have carefully reviewed every
20 part of it with my attorney. I understand it and I voluntarily agree to it.

21 I have discussed the case and my constitutional and other rights with my attorney.
22 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,
23 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to
24 present evidence in my defense, to remain silent and refuse to be a witness against myself
25 by asserting my privilege against self-incrimination, all with the assistance of counsel, and
26 to be presumed innocent until proven guilty beyond a reasonable doubt.

27 I agree to enter my guilty plea as indicated above on the terms and conditions set
28 forth in this agreement.

1 I have been advised by my attorney of the nature of the charges to which I am
2 entering my guilty plea. I have further been advised by my attorney of the nature and range
3 of the possible sentence and that my ultimate sentence shall be determined by the Court
4 after consideration of the advisory Sentencing Guidelines.

5 My guilty plea is not the result of force, threats, assurances, or promises, other than
6 the promises contained in this agreement. I voluntarily agree to the provisions of this
7 agreement and I agree to be bound according to its provisions.

8 I understand that if I am granted probation or placed on supervised release by the
9 Court, the terms and conditions of such probation/supervised release are subject to
10 modification at any time. I further understand that if I violate any of the conditions of my
11 probation/supervised release, my probation/supervised release may be revoked and upon
12 such revocation, notwithstanding any other provision of this agreement, I may be required
13 to serve a term of imprisonment or my sentence otherwise may be altered.

14 This written plea agreement, and any written addenda filed as attachments to this
15 plea agreement, contain all the terms and conditions of the plea. Any additional
16 agreements, if any such agreements exist, shall be recorded in a separate document and
17 may be filed with the Court under seal; accordingly, additional agreements, if any, may not
18 be in the public record.

19 I further agree that promises, including any predictions as to the Sentencing
20 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone
21 (including my attorney) that are not contained within this written plea agreement, are null
22 and void and have no force and effect.

23 I am satisfied that my defense attorney has represented me in a competent manner.

24 //

25 //

26 //

27 //

28

1 I fully understand the terms and conditions of this plea agreement. I am not now
 2 using or under the influence of any drug, medication, liquor, or other intoxicant or
 3 depressant that would impair my ability to fully understand the terms and conditions of this
 4 plea agreement.

5 11-14-23

6 Date

7 ALI JOSEPH
 Defendant

8 **APPROVAL OF DEFENSE COUNSEL**

9 I have discussed this case and the plea agreement with my client in detail and have
 10 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
 11 constitutional and other rights of an accused, the factual basis for and the nature of the
 12 offense to which the guilty plea will be entered, possible defenses, and the consequences
 13 of the guilty plea including the maximum statutory sentence possible. I have further
 14 discussed the concept of the advisory Sentencing Guidelines with the defendant. No
 15 assurances, promises, or representations have been given to me or to the defendant by the
 16 United States or any of its representatives that are not contained in this written agreement.
 17 I concur in the entry of the plea as indicated above and that the terms and conditions set
 18 forth in this agreement are in the best interests of my client. I agree to make a bona fide
 19 effort to ensure that the guilty plea is entered in accordance with all the requirements of
 20 Fed. R. Crim. P. 11.

21 I translated or had translated this agreement from English into Arabic to the
 22 defendant on the 11TH day of OCTOBER, 2023.

23 11/14/23

24 Date

25 SHAHEEN P. TORGOLEY
 CHRISTOPHER T. RAPP
 Attorneys for Defendant

26 //

27 //

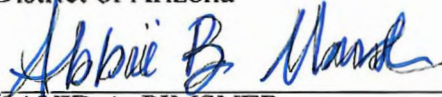
28 //

APPROVAL OF THE UNITED STATES

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

GARY M. RESTAINO
United States Attorney
District of Arizona

November 14, 2023
Date



DAVID A. PIMSNER
ABBIE BROUGHTON MARSH
CHRISTOPHER BROWN
Assistant U.S. Attorneys

ACCEPTANCE BY THE COURT

April 29, 2024
Date



HONORABLE DIANE J. HUMETEWA
United States District Judge